



WASHOE COUNTY

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STAFF REPORT

BOARD MEETING DATE: January 26, 2016

DATE: December 21, 2015

TO: Board of County Commissioners

THROUGH: Eric Crump, Division Director, Operations
Community Services Department, 328-2182, ecrump@washoecounty.us

THROUGH: Dave Solaro, Arch., P.E., Director
Community Services Department, 328-3600, dsolaro@washoecounty.us

SUBJECT: Recommendation to approve a Grant Agreement between William N. Pennington Foundation and Washoe County for Bower's Mansion Pool construction and equipment improvements [\$400,000 - no match required]; authorize the Community Services Department Director to sign the grant agreement, reports, and any subsequent documents related to the grant on behalf of the County; and direct the Comptroller's Office to make the appropriate budget adjustments. (Commission District 2.)

SUMMARY

Should this item be approved, this grant agreement will support construction and equipment improvements to Bower's Mansion Pool. The improvements will include replacement of the pump system, filtration system, chemical system, piping and electrical upgrades. Much of the current mechanical system is 50 years old, and has exceeded its useful life.

Strategic Objective supported by this item: Safe, secure and healthy communities.

PREVIOUS ACTION

None.

BACKGROUND

This Grant Agreement will support construction and equipment improvements to the Bower's Mansion Pool. The improvements will include replacement of the pump system, filtration system, chemical system, piping and electrical upgrades.

Much of the current mechanical system is 50 years old, and has exceeded its useful life. The existing system does not meet current Health Code requirements, is not efficient, and consistently fails causing downtime and pool closures throughout the summer season. This grant will provide much needed upgrades to the mechanical system and will integrate new technology and provide operational efficiencies. Without these improvements, a critical failure of the aged system is highly likely and would result in closure of the facility.

AGENDA ITEM # 9

GRANT AWARD SUMMARY**Project/Program Name:** Bower's Mansion Pool Improvements**Scope of the Project:** Replacement of mechanical systems including pumping, filtrations, chemical and electrical systems.**Benefit to Washoe County Residents:** Safety improvements for recreation activities.**On-Going Program Support:** Bower's Mansion Pool operates under an existing, funded cost center.**Award Amount:** \$400,000**Grant Period:** One year from notice to proceed**Funding Source:** William N. Pennington Foundation**Pass through From:** N/A**CFDA Number:** N/A**Grant ID Number:** N/A**Match Amount and Type:** No match is required.**Sub-Awards and Contracts:** A bid award and approval of an agreement for the construction of the improvements is anticipated to be taken to the Board of County Commissioners for possible approval.**FISCAL IMPACT**

The \$400,000 William N. Pennington Foundation grant will be deposited to Parks Capital Fund 404, internal order (pending). All expenses associated with implementation of the project will be posted to project PK (pending), associated with cash fund 4428. The grant award is expected to be received shortly after the grant documents are completed, no cash advance will be required.

The following account transactions are needed:

Increase Revenue	IN (pending)-484195 (Non-governmental grants)	\$400,000.
Increase Expense	PK (pending)-781001 (Land Improvements)	\$400,000

There is no match associated with this grant. Grant application was approved as item #147 in accordance with Washoe County Grant Management Policies. The project will be managed by Community Services Department staff from Fiscal Year 2015-16 budget allocations in CSD 105-0. The proposed improvements will positively affect safety, operations and maintenance of the Bower's Mansion Pool.

RECOMMENDATION

It is recommended that the Board of County Commissioners approve a Grant Agreement between William N. Pennington Foundation and Washoe County for Bower's Mansion Pool construction and equipment improvements [\$400,000 - no match required]; authorize the Community Services Department Director to sign the grant agreement, reports, and any subsequent documents related to the grant on behalf of the County; and direct the Comptroller's Office to make the appropriate budget adjustments.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be:
"Move to approve a Grant Agreement between William N. Pennington Foundation and Washoe County for Bower's Mansion Pool construction and equipment improvements [\$400,000 - no match required]; authorize the Community Services Department Director to sign the grant agreement, reports, and any subsequent documents related to the grant on behalf of the County; and direct the Comptroller's Office to make the appropriate budget adjustments."

WILLIAM N. PENNINGTON FOUNDATION
P.O. Box 7290
Reno, Nevada 89510
775/333-9100

GRANT AGREEMENT

PLEASE READ CAREFULLY

The William N. Pennington Foundation (the "Grantor") agrees to make the following grant and Washoe County, through its Community Services Department (the "Grantee") agrees to accept such grant, in accordance with the terms below and subject to the additional conditions (if any) set forth:

DATE GRANT AUTHORIZED: November 19, 2015

AMOUNT OF GRANT AUTHORIZED: \$400,000

PAYMENT SCHEDULE: One-time payment in full on _____.

SPECIFIC PURPOSES OF THE GRANT:

This grant shall be restricted for the exclusive use of Grantee as per description provided and description per grant request. Funds shall be restricted for the exclusive use of funding construction and equipment costs to replace the existing mechanical components for the Bower's Swimming Pool located at Bower's Mansion Regional Park (the "Purpose"). This grant is contingent on Bower's Mansion Regional Park Pool to be operational for the 2016 summer season and all final improvements to be made at a later date in 2016.

GENERAL CONDITIONS OF THE GRANT

1. **PURPOSE:** Grantee agrees to use the grant only for the Purpose described in this Grant Agreement, and to so designate the grant in Grantee's records. Grantee further agrees to use the grant exclusively for public purposes and equivalent provisions of applicable federal, state and local law; specifically, Grantee's use of the funds shall allow Grantor to claim tax deductions for said funds under Internal Revenue Code Section 170(C)(1). (For all purposes of this agreement, any reference a statute shall be deemed to refer also to any successor statute and to the applicable regulations under such statute or successor statute.) Any change in the Purpose must be reported to Grantor within ten (10) days of said change. If this grant is restricted to a specific project, Grantee affirms that the project's current budget, as previously explained and/or submitted to Grantor, accurately reflects the Grantee's present intentions to expend at least the amount of the grant on said project.

2. **RESTRICTIONS:** No funds awarded through this grant are to be shared with or used to pay fees or wages for the services of fundraising or consulting firms. Grantee will not intervene in any election of support or oppose any political party or engage in any attempts to influence legislation (lobbying) not permitted by the Internal Revenue Code or more specifically (if applicable), Internal Revenue Code 501(h) and 4911. Grantee shall not use any of the funds received from Grantor to (i) carry on propaganda, or otherwise attempt to influence legislation within the meaning of Internal Revenue Code 4945(d)(1); (ii) influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of Internal Revenue Code 4945(d)(2); or undertake any activity for any purpose other than specified herein and Internal Revenue Code 170(c)(2)(B).

3. **EVALUATION:** Grantor may, at its expense, conduct an evaluation of operations under this grant, which may include visits by representatives of Grantor to observe Grantee's program procedures and operations with respect to this grant and to discuss such program procedures and operations with Grantee's personnel.

4. **ACCOUNTING AND FINANCIAL REVIEW:** A complete and accurate record of the funds received and expenses incurred under this grant must be maintained by Grantee and submitted to Grantor at the end of the grant period. Grantor may, at its expense and on reasonable notice to Grantee, audit or have audited the records of Grantee insofar as they relate to the activities funded by this grant.

5. **ADDITIONAL SUPPORT:** By making this grant, Grantor assumes no obligation to provide other or additional support for Grantee. This grant is not to be construed as establishing a precedent for further support of Grantee.
6. **REPORTING:** Grantee shall furnish to Grantor a written report, including a financial report, on the use of the grant no later than one (1) year after the receipt of the grant. Further, if Grantee completes internal audits by an independent auditing firm, it shall submit a copy of the audit results to Grantor within ten (10) days of completion of the report. Grantee shall furnish such additional reports on the use of the grant as may be requested by Grantor.
7. **MANAGEMENT AND INVESTMENT OF GRANT FUNDS:** Grantee shall invest and reinvest any funds disbursed under the grant that are not expended for the Purpose of this grant including all earnings and appreciation thereof, in one or more specially designated accounts in a bank which is a member of the FDIC or investment firm which is a member of the SIPC in accordance with Grantee's governing documents and investment policies which do not conflict with this Grant Agreement, with the laws of the State of Nevada, or with Federal laws. Each account holding funds provided under the grant, and all realized earnings thereon, shall be fully insured by the FDIC to the extent permitted by law, if the funds are deposited in a bank, or by the SIPC, if the funds are invested with an investment firm. Grantee may not assess an administrative or financial management fee of any kind, or charge expenses of any kind for the costs of administering and using funds disbursed to Grantee under the grant, unless agreed to in writing and in advance by Grantor.
8. **REVERSION OF GRANT:** All or any portion of the amount granted shall be returned to Grantor in the event such portion of the grant is not expended or committed for the purposes authorized by Grantor. By written instrument only, Grantor may, upon written request from Grantee, authorize a modification in the disbursement of the funds.
9. **PRESS RELEASES:** Under no circumstances shall Grantee be permitted to issue a press release or similar public announcement regarding the grant without the prior written approval of the Grantor's trustees.
10. **NOTICES:** Grantee shall provide all notices required herein by certified mail, addressed to:

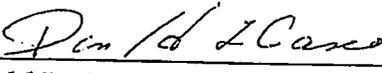
WILLIAM N. PENNINGTON FOUNDATION
C/O Kent Green
P.O. Box 7290
Reno, Nevada 89510

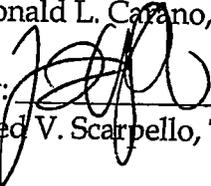
Executed by or on behalf of Grantor and Grantee as follows:

GRANTOR:

**WILLIAM N. PENNINGTON
FOUNDATION**

By: 
Richard P. Banis, Trustee

By: 
Donald L. Cafano, Trustee

By: 
Fred V. Scarpello, Trustee

Address of Grantor:

William N. Pennington Foundation
P.O. Box 7290
Reno, Nevada 89510

GRANTEE:

**Washoe County Community Services
Department**

By: _____
Dave Solaro, Public Works Director

Address of Grantee:

Washoe County Community Services
P.O. Box 11130
Reno, Nevada 89520